

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION**

GREENWICH INSURANCE COMPANY,

Plaintiff,

v.

Civil Action No. 2:23-CV-02285-JTF-atc

U.S. ALL STAR FEDERATION d/b/a IASF,

Defendant.

**DEFENDANT U.S. ALL STAR FEDERATION, INC.’S
UNOPPOSED MOTION AND SUPPORTING MEMORANDUM
TO AMEND SCHEDULING ORDER**

Defendant U.S. All Star Federation, Inc. (“USASF” or “Defendant”), by and through undersigned counsel, respectfully moves the Court to amend the Scheduling Order in this matter to extend the deadlines by approximately thirty (30) days as follows:

1. On December 15, 2023, the Court entered an Amended Scheduling Order, which included, *inter alia*, a written discovery deadline of February 23, 2024. (D.E. 39.) The parties were ordered to complete all discovery by June 28, 2024. (*Id.*) The parties were separately ordered to complete mediation by April 19, 2024. (D.E. 40.)
2. This will be a non-jury trial, but no trial date has yet been set by the Court.
3. On January 23, 2024, Plaintiff Greenwich served Plaintiff’s First Set of Interrogatories to Defendant and Plaintiff’s First Set of Demands for Production of Documents.
4. On February 16, 2024, undersigned counsel filed a Notice of Appearance as counsel for Defendant USASF.
5. Undersigned counsel is also counsel for USASF in the matter of *Arch Insurance*

Company v. Varsity Brand Holding Co., Inc. and U.S. All Star Federation, Inc., Western District of Tennessee No. 2:23-cv-02689-JTF-atc (“the *Arch* case”), which contains similar insurance coverage issues.

6. Recently, USASF has worked diligently to arrange a mediation amongst all of the numerous interested parties in the *Arch* case and the instant case in an attempt to reach a global settlement of the insurance coverage lawsuits and the underlying liability lawsuits, including numerous plaintiffs represented by the Strom Law Firm, filed in the District Court for South Carolina.

7. Accordingly, scheduled on February 27 and 28, 2024, USASF has arranged a mediation before former Judge Robert Davidson, associated with JAMS, to take place at the JAMS Conference Center in New York City, New York. Attending the mediation in addition to USASF are USASF’s insurance carriers, including Greenwich and Arch.

8. In order that counsel may focus their full attention on the complex, multiparty mediation with the hopes that it will be successful, USASF respectfully requests that the deadlines set forth in the Amended Scheduling Order be extended by approximately thirty (30) days, which would extend, *inter alia*, the written discovery deadline in the instant case to March 25, 2024. (USASF specifically requests that it be granted an extension of time through March 25, 2024 in which to answer Greenwich’s written discovery requests, in the event that mediation is unsuccessful.)

9. Pursuant to Fed. R. Civ. P. 16(b)(4), scheduling orders may be modified for good cause shown and with court approval. *See Sentry Select Ins. Co. v. Norcold, Inc.*, 2023 WL 911098, at *3 (E.D. Cal. Dec. 15, 2023) (finding good cause to modify scheduling order and continue pretrial conference because parties “experienced difficulty scheduling mediation due to the

unavailability of both counsel and a mediator with extensive experience in large loss subrogation matters”).

10. Undersigned counsel for USASF has consulted via email with Plaintiff’s counsel regarding the requested extension of the deadlines set forth in the Amended Scheduling Order. As set forth in the Certificate of Consultation below, Plaintiff does not oppose USASF’s requested relief.

11. USASF has been diligent in attempting to bring this complex matter to a conclusion. This matter involves the issue of insurance coverage under several Greenwich insurances policies as related to approximately ten (10) underlying complaints filed in other jurisdictions and including numerous Jane and John Doe plaintiffs. This extension will hopefully allow USASF and Greenwich to reach a global settlement of the significant coverage issues and the underlying tort plaintiffs’ claims.

12. As no trial date has yet been set in this cause, no party will be prejudiced by the requested amendment of the Amended Scheduling Order. Moreover, Plaintiff’s counsel has agreed to the extended deadlines set forth in the proposed Second Amended Scheduling Order attached hereto as Exhibit A.

13. This motion is urged in good faith. The requested relief is sought not for the purpose of delay, but so that justice may be done.

14. The requested relief will unduly inconvenience neither the parties nor the Court.
WHEREFORE, premises considered, Defendant U.S. All Star Federation, Inc. respectfully requests that the Court grant this unopposed motion in all respects.

Dated: February 21, 2024.

Respectfully submitted,

BURCH, PORTER & JOHNSON, PLLC

/s/ Melissa A. Maravich

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Attorneys for U.S. All Star Federation, Inc.

CERTIFICATE OF CONSULTATION

Pursuant to Local Rule 7.2(a)(1)(B), Counsel for Defendant hereby certifies that she consulted with counsel for Plaintiff, Kristen Kish, Esq. and Ellen Margolis, Esq. via email to determine whether Plaintiff opposes the relief sought in this Motion. Both confirmed that Plaintiff does not oppose the relief requested in this Motion.

/s/ Melissa A. Maravich

Melissa A. Maravich

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on February 21, 2024, a true and correct copy of the above and foregoing was filed electronically with the Court and served through the Court's ECF system upon all counsel of record.

/s/ Melissa A. Maravich

Melissa A. Maravich